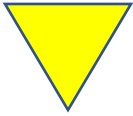


## LANDLORD CHECKLISTS

These checklists, starting on page 2, explain your rights and responsibilities under **state law** in eviction matters beginning October 5, 2020. The information in this document applies only to **residential tenancies** in which the tenant or tenants are **individual persons** (not a business or company).



The federal Centers for Disease Control and Prevention has extended their [Temporary Halt in Evictions to Prevent the Further Spread of COVID-19](#) through **July 31, 2021**. Violations of this order by landlords may result in civil and criminal penalties.

**Consult an attorney, legal aid office or court self-help center for additional information about your rights and responsibilities under current law.**

## SUMMARY OF RECENT LEGAL CHANGES

- Tenants with **COVID-19 rental debt** are protected under state law from being evicted because of failure to pay that money through **September 30, 2021**, if they deliver to you a declaration of COVID-19-related financial distress **within 15 days of receiving an eviction notice**.
- **COVID-19 rental debt** means unpaid rent, or any other money owed under the rental agreement, such as parking fees, that came due between **March 1, 2020 and September 30, 2021**.
- A tenant with COVID-19 rental debt that came due between **September 1, 2020 and September 30, 2021** must pay you 25% of the total amount owed between those dates by **September 30, 2021**. If the tenant does so, they can never be evicted for failing to pay that rent.
- If the tenant does not pay 25% by September 30, 2021, you may serve a three-day notice for failure to pay beginning on **October 1, 2021**. You will need to include the special 3-day notice in [Code of Civil Procedure section 1179.10](#). And in most cases, you will need to actively help your tenant receive rental assistance before you can go to court.
- Tenants still owe unpaid COVID-19 rental debt. Tenants may be sued for the money they owe on or after **November 1, 2021**.
- Tenants may qualify for rental assistance. The State of California has created an **emergency rental assistance program** to assist when tenants have been unable to pay their rent and utility bills because of the COVID-19 pandemic. You are responsible for providing information about this program to your tenants who owe COVID-19 rental debt. If your tenants are eligible, you may be able to receive 100% of the amount of unpaid rental debt incurred between **April 1, 2020 and March 31, 2022**.
- **Tenants may still be evicted for reasons such as nuisance, committing a crime on the property, or if the owner has a justified reason for taking back the property.**



## CHECKLISTS FOR SERVING NOTICE

The first step in any eviction case is to serve a notice of termination on the tenants. The State of California requires special notices to be served if your tenants owe COVID-19 rental debt, which is rent or other obligations that came due between March 1, 2020 and September 30, 2021.



**GENERAL NOTICE:** Beginning **July 1, 2021**, if your tenants owe COVID-19 rental debt that came due between **March 1, 2020 and September 30, 2021**:

- ☐ You must provide tenants a Notice from the State of California, with the language found in Code of Civil Procedure section 1179.04(c). The notice may be provided by mail or by methods listed in Code of Civil Procedure section 1162. **Note:** this notice is required even if you already sent a similar notice under section 1179.04(a) and/or under section 1179.04(b), because it contains more information about the rental assistance program.
- ☐ This notice should be provided by **July 31, 2021**.

<b>Where can I find this notice?</b>	<a href="https://landlordtenant.dre.ca.gov/pdf/forms/landlord/1179.04(c).pdf">https://landlordtenant.dre.ca.gov/pdf/forms/landlord/1179.04(c).pdf</a>
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**NOTICE BASED ON RENT DUE MARCH 1 - AUGUST 31, 2020:** If your tenants owe **COVID-19 rental debt** that came due between March 1, 2020 and August 31, 2020, and you want to evict them on that basis, you must provide tenants a 15-day notice to pay rent, quit (leave the home), or provide a declaration. If you already served a 3-day notice that expired after February 29, 2020 or filed a case between March 1 and October 5, 2020 you still need to provide this new notice to move ahead with the case.

**Note:** A notice to quit must have the same language and information as required before October 5, 2020 in addition to information about COVID-19 rental debt. Read more about [Eviction Notices](#).

- ☐ If you are serving this notice **after February 28, 2021**, you must serve the “GENERAL NOTICE” described above **before** you can serve this notice.
- ☐ This notice should include a Notice from the State of California with the language found in [Code of Civil Procedure section 1179.03\(b\)](#) and an unsigned declaration of COVID-19-related financial distress.
- ☐ This notice should include the amounts of COVID-19 rental debt owing and the date on which each amount came due.

- ☐ If you were required to provide a lease, rental agreement, or other written documentation to tenants in a non-English language, based on the requirements in [Civil Code section 1632](#), you must also provide a foreign language version of the declaration. For translations of the declaration, see: <https://landlordtenant.dre.ca.gov/tenant/forms.html>

<b>Where can I find this notice?</b>	<a href="https://landlordtenant.dre.ca.gov/pdf/forms/landlord/1179.03(b)(4).pdf">https://landlordtenant.dre.ca.gov/pdf/forms/landlord/1179.03(b)(4).pdf</a>
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### What happens next?

Tenants have 15 days to deliver to you a signed declaration of COVID-19-related financial distress (not counting Saturdays, Sundays, or judicial holidays). Delivery of the declaration means delivery in person (if the notice provides an address for personal delivery), by email (if the notice provides an email where it can be delivered), by mail, or any way that tenants usually pay the rent.

If tenants deliver a declaration of COVID-19-related financial distress to you before the 15-day notice expires, the rent owed becomes a debt you can sue to collect beginning on November 1, 2021, but tenants cannot be evicted because of failure to pay.



**NOTICE BASED ON RENT DUE SEPTEMBER 1, 2020 - SEPTEMBER 30, 2021:** If your tenants owe COVID-19 rental debt that came due between September 1, 2020 and September 30, 2021, and you want to evict them on that basis, you must provide tenants a 15-day notice to pay rent, quit (leave the home), or provide a declaration.

**Note:** A notice to quit must have the same language and information as required before October 5, 2020 in addition to information about COVID-19 rental debt. Read more about [Eviction Notices](#).

- ☐ If you are serving this notice **on or before September 30, 2021**, and you have not already served the “GENERAL NOTICE” described above, serve the “GENERAL NOTICE” together with this notice.
- ☐ If you are serving this notice on or after **July 1, 2021**, it should include a Notice from the State of California with the language found in Code of Civil Procedure section 1179.03(c)(6), and an unsigned declaration of COVID-19-related financial distress.
- ☐ This notice should include the amounts of COVID-19 rental debt owing and the date on which each amount came due.

- ☐ If you were required to provide a lease, rental agreement, or other written documentation to tenants in a non-English language, based on the requirements in Civil Code section 1632, you must also provide a foreign language version of the declaration. For translations of the declaration, see:  
<https://landlordtenant.dre.ca.gov/tenant/forms.html>

<b>Coming soon:</b>	<a href="https://landlordtenant.dre.ca.gov/pdf/forms/landlord/1179.03(c)(6).pdf">https://landlordtenant.dre.ca.gov/pdf/forms/landlord/1179.03(c)(6).pdf</a>
<b>Where can I find this notice?</b>	<a href="https://landlordtenant.dre.ca.gov/pdf/forms/landlord/1179.03(c)(6).pdf">pdf</a>
<b>Where can I find the required language for this notice?</b>	<a href="https://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=CCP&amp;sectionNum=1179.03">https://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=CCP&amp;sectionNum=1179.03</a>

### What happens next?

Tenants have 15 days to deliver to you a signed declaration of COVID-19-related financial distress (not counting Saturdays, Sundays, or judicial holidays). Delivery of the declaration means delivery in person (if the notice provides an address for personal delivery), by email (if the notice provides an email where it can be delivered), by mail, or any way that tenants usually pay the rent.

- If tenants deliver a declaration of COVID-19-related financial distress to you before the 15-day notice expires, tenants cannot be evicted because of failure to pay until October 1, 2021.
- By **September 30, 2021**, tenants must pay you 25% of the unpaid amount of COVID-19 rental debt that came due between September 1, 2020 and September 30, 2021.
  - If tenants pay you 25% of the unpaid amounts by September 30, 2021, tenants cannot be evicted because of failure to pay the rest. The rest becomes a debt you can sue to collect as of November 1, 2021.



**NOTICE BASED ON RENT DUE OCTOBER 1, 2021 – MARCH 31, 2022.** If your tenants owe rental debt that came due between October 1, 2021 and March 31, 2022, and you want to evict them on that basis, you must provide tenants a **special notice to pay rent or quit (leave the home) based on [Code of Civil Procedure section 1179.10](#)**.

**Note:** A notice to quit must have the same language and information as required before October 5, 2020 in addition to information about the emergency rental assistance program. Read more about [Eviction Notices](#).

- ☐ This notice should give tenants **at least 3 days** to pay the unpaid rent or leave the property.
- ☐ The notice should state the amounts of unpaid rent and the dates on which each amount came due.

- ☐ The notice should include a “Notice from the State of California” about the need to apply immediately for rental assistance and provide a website and phone number where tenants can get more information. The notice states that tenants have 15 days in which to complete an application for rental assistance.

### YOUR TENANTS MAY QUALIFY FOR RENTAL ASSISTANCE

- The state of California has created an **emergency rental assistance program** to assist when renters have been unable to pay their rent and utility bills because of the COVID-19 pandemic.
- You are responsible for providing information about this program to your tenants who owe rental debt between March 1, 2020 and March 30, 2022.
- You may apply directly to the rental assistance program.
- If your tenants are eligible, you may be able to receive 100% of the amount of unpaid debt that came due between April 1, 2020 and March 30, 2022.
- If you accept payment from the rental assistance program, you must give up the ability to sue the tenant for any remaining unpaid amount of rental debt for the period covered by the payment.
- Before a court can issue a judgment in an unlawful detainer action based on nonpayment of rent in your favor, you will need to provide a verification that you have not received rental assistance payment and do not have an application pending for assistance with the COVID-19 rental debt you are demanding.
- Additional information about the program can be found by visiting <http://housingiskey.com> or by calling 1-833-422-4255.



## GOING TO COURT: OCTOBER 5, 2020 – SEPTEMBER 30, 2021

Between October 5, 2020 and September 30, 2021, **you may file a case to evict a tenant if any of the following applies:**





	Tenants were served with a notice to quit that expired on or before February 29, 2020.
	Tenants owe COVID-19 rental debt and were served with a 15-notice that included a Notice from the State of California and an unsigned declaration; tenants failed to deliver to you a declaration of COVID-19-related financial distress within 15 days of the notice (not counting Saturdays, Sundays and judicial holidays).
	<p>Tenants were served with a notice to quit based on an <b>at-fault just cause reason</b>, including breaking a term of the lease, nuisance, or criminal activity.</p> <ul style="list-style-type: none"> <li>At-fault just cause evictions are defined in <a href="#">Civil Code section 1946.2(b)(1)</a>.</li> </ul> <p><b>Note:</b> If the unlawful detainer complaint is brought before October 1, 2021 and is based solely on an at-fault just cause reason, you may not recover any unpaid COVID-19 rental debt the tenant incurred between March 1, 2020 and September 30, 2021 as part of the unlawful detainer complaint.</p>
	<p>Tenants were served with a notice to quit based on a <b>no-fault just cause reason</b>.</p> <ul style="list-style-type: none"> <li>No fault just cause evictions are defined in <a href="#">Civil Code section 1946.2(b)(2)</a>.</li> <li>There are additional restrictions on no-fault just cause evictions through September 30, 2021. Please see <a href="#">Code of Civil Procedure section 1179.03.5</a> for more information.</li> <li>If this property and lease agreement are subject to the Tenant Protection Act of 2019, you may be required to pay or credit an amount of rent as relocation assistance. If tenants owe unpaid COVID-19 rent, you may offset the amount of relocation assistance you must pay or credit tenants with the amount of rent owed. More information about the Tenant Protection Act of 2019 can be found here: <a href="http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200AB1482">http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200AB1482</a></li> </ul> <p><b>Note:</b> If the unlawful detainer complaint is brought before October 1, 2021 and is based solely on a no-fault just cause reason, you may not recover any unpaid COVID-19 rental debt the tenant incurred between March 1, 2020 and September 30, 2021 as part of the unlawful detainer complaint.</p>

**You must attach a UD-101 *Plaintiff's Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* to any Complaint for Unlawful Detainer.** If you filed a Complaint before October 5, 2020 and seek to have a Summons issued to move forward with the complaint on October 5, 2020 or later, or you want the court to take any other action, such as entering a default judgment, you must fill out and file the UD-101 *Plaintiff's Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* as supplemental allegations.



## GOING TO COURT: OCTOBER 1, 2021 – MARCH 31, 2022

Beginning October 1, 2021, **you may file a case to evict a tenant if any of the following applies:**

	<p>Tenants have <b>COVID-19 rental debt</b> that came due between September 1, 2020 and September 30, 2021, and by <b>September 30, 2021</b>, tenants have not paid you 25% of the unpaid amount of COVID-19 rental debt that came due between September 1, 2020 and September 30, 2021.</p> <p>If you file a complaint for unlawful detainer against a tenant that is based partly or completely on a failure to pay this debt, before a summons is issued, you will need to present documentation to the court showing that you:</p> <ul style="list-style-type: none"> <li>▪ applied for rental assistance and the application was denied; or</li> <li>▪ declare under penalty of perjury that you applied for rental assistance and after 20 days you did not receive a response from the emergency rental assistance program or any communications from your tenants.</li> </ul> <p>If you cannot show this documentation or make this declaration under penalty of perjury, the summons will not be issued by the court and the complaint may be dismissed.</p>
	<p>Tenants have <b>rental debt</b> that came due between <b>October 1, 2021 and March 31, 2022</b>.</p> <p>If you file a complaint for unlawful detainer against a tenant that is based partly or completely on a failure to pay this debt, before a summons is issued, you will need to present documentation to the court showing that you:</p> <ul style="list-style-type: none"> <li>▪ applied for rental assistance and the application was denied; or</li> <li>▪ declare under penalty of perjury that you applied for rental assistance and after 20 days you did not receive a response from the emergency rental assistance program or any communications from your tenants.</li> </ul> <p>If you cannot show this documentation or make this declaration under penalty of perjury, the summons will not be issued by the court and the complaint may be dismissed. Note: These rules do not apply to new tenancies established on or after October 1, 2021.</p>
	<p>There is just cause to evict tenants from a tenancy protected under the Tenant Protection Act according to <a href="#">Code Civil Procedure section 1946.2</a> or under a local eviction control ordinance.</p>
	<p>There is another reason that is not discriminatory or otherwise illegal if the above protections do not apply, and you give the proper notice that you are ending the rental agreement.</p>

**You must also attach a UD-101 *Plaintiff's Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* to any Complaint for Unlawful Detainer.**



## ADDITIONAL INFORMATION FOR LANDLORDS



### **Retaliation is prohibited**

You may not retaliate against tenants for their failure to pay COVID-19 rental debt by trying to evict them for some other reason. If the tenants claim you are trying to evict them in retaliation for their failure to pay, the court may find that is the real reason and rule against you on the eviction case.

- Tenants in this situation may raise retaliation as a **defense or objection** in their Answer to the court.
- If you give notice and serve a complaint for unlawful detainer based on a reason other than the nonpayment of COVID-19 rental debt in good faith and you state that reason on the notice and in the complaint, the tenant may argue that this is not the true reason for the eviction. If the tenant makes this argument, you must bring evidence to trial to show that your actions were not retaliatory and that the eviction notice and complaint were made in good faith for the grounds stated.

What is a **defense or objection**? A defense or objection is an argument that tenants may make in their Answer to explain to the court why they should not be evicted even if what you have said in the complaint is correct or why, in cases based on nonpayment of moneys, not all of the claimed money is due.

If you lose on the ground that you are trying to retaliate, the tenants may also file a claim against you for retaliation and ask for damages, including punitive damages of up to \$2000 for each act of retaliation, if they claim you are guilty of fraud, oppression, or malice.

In addition, you may not take actions to force tenants to leave outside of the court process, such as locking them out, cutting off utilities or removing doors or windows. If you take actions to force tenants to leave outside of the court process and the tenant has provided you a declaration of COVID-19-related financial distress, you may be liable for damages of \$1,000-\$2,500.



### **Other prohibitions**

- You are prohibited from selling or assigning any unpaid COVID-19 rental debt through September 30, 2021.
- For the remainder of any tenancy that was in effect between March 1, 2020 and September 30, 2021, you are prohibited from:
  - Applying a security deposit to satisfy COVID-19 rental debt during a tenancy (while the tenant is still renting from you), unless the tenant has agreed to it in writing; and



- Applying a monthly rent payment to COVID-19 rental debt other than the prospective month's rent during a tenancy (while the tenant is still renting from you) unless the tenant has agreed to it in writing.
- In addition, if your tenants owe **COVID-19 rental debt and have delivered a declaration** of COVID-19-related financial distress to you, **you are generally prohibited** from:
  - Charging any fees or fines for late payment of COVID-19 rental debt; and
  - Increasing service fees for a tenant or charging a fee for a service previously provided without charge.

The one exception to this rule is if your tenants have received a direct payment from the emergency rental assistance program and have failed to provide you with the full amount of rental arrears within 15 days of receiving the assistance, not counting Saturdays, Sundays, and judicial holidays. In these cases, you may charge a late fee that does not exceed the amount you would charge the tenant for one late rental payment under the terms of the lease or rental agreement. Note that the tenant's failure to pay this late fee cannot be grounds for an unlawful detainer action.



#### **Suing for unpaid amounts of rent and other charges:**

- **Under a new law, you cannot sue to recover COVID-19 rental debt until November 1, 2021.**
- Most actions to recover COVID-19 rental debt that were filed before January 29, 2021 are **stayed until November 1, 2021**. Some actions filed before October 1, 2020 can proceed. You will need to consult an attorney or your local self-help center to learn if you have such a case.
- **Beginning on November 1, 2021**, you may sue tenants for COVID-19 rental debt in a traditional civil court, or in a small claims court, even for amounts that exceed the normal limits for small claims court. Limits on the number of claims that can be brought in a calendar year in small claims court also will be temporarily suspended to allow for COVID-19 rental debt to be collected in small claims court. There will be Judicial Council forms in effect by November 1 that you can use to make these claims.
- **It is important to cooperate with your tenants' efforts to obtain rental assistance from the emergency rental assistance program.** Based on legislation that took effect on June 28, 2021, tenants who owe COVID-19 rental debt and who have left their rental may also qualify for rental assistance to pay the amount they owe you.



#### **Special rules for high-income tenants**

Documentation beyond the declaration of financial hardship can be required of high-income tenants in order for them to benefit from the protections in place until September

30, 2021. A **high-income tenant** is a tenant with an annual household income of 130% of the median income in the county where the property is located. Anyone with a household income of **less than \$100K is not a high-income tenant**.

- The special rules for high-income tenants apply only if you have **proof of tenants' income** before serving them with a notice alleging that they are high-income tenants.
  - Proof means any one of the following: a tax return, a W-2 form, a written statement from their employer that specifies their income, pay stubs, documentation showing regular distributions from a trust, annuity, 401K, pension or other account, documentation of court-ordered payments, like child or spousal support, documentation from a government agency showing receipt of public benefits, or a signed written statement by tenants indicating their income, including a rental application.
- You may require a high-income tenant who delivers a declaration of COVID-19-related financial distress to you to provide documentation supporting their claim that they have experienced COVID-19-related financial distress.
- If you require a high-income tenant to provide this documentation, you must use specific language in the 15-day notice, set out in Code of Civil Procedure section 1179.02.5(d).
- If you serve a complaint for unlawful detainer on a high-income tenant and allege that they did not follow the rules for high-income tenants, you must state that **you complied** with the requirements in Code of Civil Procedure section 1179.02.5. You must make that allegation on the UD-101 *Plaintiff's Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer*.
- If the tenant answers your complaint and says that you **did not** follow the rules, including that you did not have proof of their income before you served the notice, you will be required to submit the proof of income you used as a basis for the allegation that tenant is a high-income tenant. The tenant may submit their own evidence. If the court finds that you did not have proof of income showing that the tenant was a high-income tenant when you served the notice, the court will award attorney's fees to the tenant.

**Please consult an attorney, legal aid office or court self-help center for additional information about your rights and responsibilities under current law.**

Additional forms and notices available in English and other languages here:

<https://landlordtenant.dre.ca.gov/landlord/forms.html>

Looking for legal help?

[Lawyers and Legal Help](#)

[LawHelp California](#)

[Tenant and Landlord Resources](#)